# King County Deputy Sheriff Life and AD&D Insurance

Finalized April 20, 1999
Printed & Distributed August 1999

# **Directory**

If you have questions about	Contact
Eligibility	Employee Benefits and Well-Being at (206) 684-1556 Monday-Friday between 8:30 a.m. and 4:30 p.m. King County employee intranet (through the King County computer system) at http://ohrm/benefits/standard.htm
When coverage begins	
Completing the beneficiary form	
Completing the enrollment form for enhanced coverage	
Details about plan benefits for life insurance (basic or enhanced)	
Details about plan benefits for AD&D insurance	
Filing claims	
King County Deputy Sheriff benefit program	



The information in this booklet is available in accessible formats by calling Employee Benefits at (206) 684-1556 (voice) or (206) 296-8535 (TDD), or through Washington State Telecommunication Relay Service at (800) 833-6388 (TDD).



#### HOW TO USE THIS BOOKLET

This booklet describes the life and accidental death & dismemberment (AD&D) coverage available to you if you are an eligible King County Deputy Sheriff employee. It describes the *basic* life insurance available to you and your family members and *enhanced* life insurance available to you. This booklet summarizes the coverage, describes when it begins and explains how to use these plans.

Shaded areas throughout the booklet highlight key information for your convenience.

This booklet uses a number of technical terms you will need to know to understand your benefits. For your reference, we've defined many terms in the "Definitions" section on page 12.

Keep this booklet and refer to it whenever you have a question about your life and AD&D coverage. If your questions are not answered in this booklet, contact Employee Benefits and Well-Being at (206) 684-1556.

Although this booklet includes certain key features and brief summaries of your life and AD&D coverage, it does not provide detailed descriptions. If you have questions about specific plan details, contact Employee Benefits and Well-Being.

We've made every attempt to ensure the accuracy of this information. However, if there is any discrepancy between this booklet and the insurance contracts or other legal documents, the legal documents will always govern.

King County intends to continue these plans indefinitely but reserves the right to amend or terminate them at any time, for any reason, according to the amendment procedures described in the legal documents.

This booklet does not create a contract of employment with King County.

Visit the King County employee intranet (accessible only through the King County computer system) at

http://ohrm/benefits/standard.htm.

HIGHLIGHTS	1
WHO'S ELIGIBLE	1
Employees	
Family Members	2
COST	2
ENROLLING IN THE PLANS	2
Naming a Beneficiary	
Evidence of Insurability	
Making Changes	3
WHEN COVERAGE BEGINS	4
LIFE INSURANCE	4
Amount of Coverage	4
When Benefits Are Payable	
Accelerated Benefits	5
AD&D INSURANCE	
Amount of Coverage	6
Exclusions and Limitations	8
SPECIAL SITUATIONS	
If You Take a Leave of Absence	
If You Leave Employment to Perform Military Service	
If You Enter Into a Labor Dispute	9
If You Are Laid Off	
If You Become Disabled	
FILING A CLAIM	10
APPEALING A CLAIM	11
PHYSICAL EXAM AND AUTOPSY	11
WHEN COVERAGE ENDS	11
Employees	
Family Members	11
CONVERTING YOUR COVERAGE	
Basic and Enhanced Life Insurance	
Basic AD&D Insurance	
TERMINATION AND AMENDMENT OF THE PLANS	12
DEFINITIONS	12

#### **HIGHLIGHTS**

To help protect your family from the financial burden that your or a family member's death or your sudden injury could bring, the county provides important life and AD&D insurance.

Here are a few highlights of your *life* insurance:

Basic and enhanced life insurance is provided by Aetna Life Insurance Company.

- If you die for any reason while participating in the basic life insurance plan, the plan pays your beneficiary(ies)
- The county pays for basic life insurance for you and your enrolled family members
- You may purchase additional life insurance (called *enhanced* coverage) for yourself; enhanced life insurance is not available to family members.

Here are a few highlights of your *AD&D* insurance:

Basic AD&D insurance is provided by Life Insurance Company of North America.

- If you are injured or die in a covered accident while participating in the AD&D plan, plan payments depend on the type of loss
- If you die in a covered accident, your beneficiary receives AD&D benefits *in addition* to your life insurance benefits
- AD&D coverage is not available to family members.

#### WHO'S ELIGIBLE

# **Employees**

You are eligible for the benefits described in this booklet if you are:

- A represented, commissioned employee in a regular, active, year-round position and scheduled to work at least 35 hours each week, or
- A represented, commissioned employee in a regular, active, year-round position and scheduled to work under 35 hours each week if your position has at least 10 pay periods of uninterrupted service a year with 5 full-time work days or the equivalent of 35 hours a pay period.

Children younger than 14 days are not eligible for basic life insurance.

Children include natural children, legally adopted children or children legally placed for adoption, stepchildren and foster children.

# **Family Members**

The following family members are eligible for basic life insurance (AD&D coverage is not available to family members):

- Your spouse or domestic partner named on the Affidavit of Marriage/Domestic Partnership on file with Employee Benefits and Well-Being
- Unmarried children of you, your spouse or your domestic partner who are under age 23 and chiefly dependent on you for support and maintenance.

# **COST**

If you elect *enhanced* life coverage for yourself, you pay a monthly premium through payroll deduction. See your enrollment materials for information on the monthly cost of coverage.

#### **ENROLLING IN THE PLANS**

You automatically receive basic life and AD&D coverage for yourself.

If you are a newly hired employee and you want enhanced coverage, you must submit a completed enrollment form to Employee Benefits and Well-Being within 30 days of your hire date. Otherwise, you must wait until the next open enrollment period to enroll in enhanced coverage, and evidence of insurability will be required. See your enrollment materials for details.

# You may name anyone you wish as your primary or contingent You will be asked to contingent life and AD&D insurant

You will be asked to complete a form naming your beneficiary for life and AD&D insurance (even if you don't elect enhanced life coverage). You must indicate the percentage you want each beneficiary to receive; the total for all beneficiaries must equal 100%. You may change your beneficiary at any time by sending a completed beneficiary form to Employee Benefits and Well-Being.

If you do not name a beneficiary, benefits will be paid to your spouse, your children, your parents or your siblings, in that order. If none of them survives you, benefits will be paid to your estate. Benefits for dismemberment are paid to you (or to a legal guardian

as your primary or contingent beneficiary; you may also name more than one primary beneficiary. If you're married, choosing a primary beneficiary other than (or in addition to) your spouse will require a signed spouse waiver. (See the enrollment form for the waiver.)

Benefits will be paid according to the most recently signed beneficiary form. Naming a Beneficiary

if you are mentally incompetent). If your covered family member dies while covered by this plan, you will be the beneficiary.

#### **Evidence of Insurability**

Evidence of insurability is required for enhanced life insurance if you didn't elect this coverage when first eligible and later want to enroll.

#### **Making Changes**

Each year during open enrollment, you may change your elections. You may drop enhanced life coverage anytime during the year.

You may elect enhanced coverage for yourself or basic coverage for new family members during the year if any of these changes in family status occurs:

- Birth or placement of a child with you for adoption
- Placement of a foster child
- Loss of your child's eligibility under another plan
- Death of a family member
- Divorce or dissolution of a domestic partnership
- Marriage or establishment of a domestic partnership
- Significant change in your spouse's or domestic partner's coverage attributable to his or her employment.

Remember, to add a child you must also currently cover your spouse/domestic partner.

The change must be consistent with the family status change. For example, if you get married you may enroll your new spouse and his or her eligible children for basic coverage (you may not enroll your children at this time). Or, if your spouse is covering your children under another plan and he or she dies, you may add your children to basic life coverage.

If you don't elect enhanced life insurance when first eligible — and you later want to enroll — evidence of insurability will be required.

To cover new family members (or elect enhanced coverage for yourself) during the year, notify Employee Benefits and Well-Being and submit a completed enrollment form within 60 days of the family status change. Otherwise you must wait until the next open enrollment period, and evidence of insurability will apply.

#### WHEN COVERAGE BEGINS

If you join during open enrollment, coverage is in effect for the entire year (if you remain eligible). See your enrollment materials for details. Your basic life and AD&D insurance begins the first of the calendar month following your hire date. (If your hire date is the first working day of the calendar month, coverage begins on your hire date.) Basic life insurance for your family members does not begin until you submit a completed enrollment form listing the family members you want to cover.

If you enroll in enhanced life insurance during the year as a newly hired employee, your coverage begins the first of the calendar month following your hire date. (If your hire date is the first working day of the calendar month, coverage begins on your hire date.)

If enrolled by the deadline (described in the previous section), coverage for your:

- Newborn or newly placed adopted child is retroactive to 14 days after the date of birth or placement
- New spouse begins the first day of the calendar month following the date he or she becomes eligible
- Domestic partner begins the first day of the calendar month following the date he or she becomes eligible.

Children younger than 14 days are not eligible for life insurance.

#### LIFE INSURANCE

The county provides basic life insurance at no cost to you.

Life insurance benefits are payable if you or a covered family member dies for any reason. You may purchase additional life insurance (enhanced coverage) for yourself and pay by payroll deduction.

# **Amount of Coverage**

# **Employees**

You receive *basic* life insurance of \$6,000. You may purchase *enhanced* life insurance of 1 times your salary (rounded to the next higher \$1,000) less the \$6,000 basic life amount.

Adjustments to the life insurance benefit due to a salary change automatically occur the first of the month following the salary change, if you are actively at work. Otherwise the adjustment will occur on the first of the month after the date you return to active work.

Salary means your annual base pay excluding overtime, bonuses, premium pay or any other special pay. Family life insurance helps protect you against financial burdens, such as funeral expenses, associated with the death of a family member.

Accelerated benefits are based on the amount of your life insurance on the date the insurance company accepts the certification. Your accelerated benefits will be payable to you in a lump sum. Your life insurance benefit will then be reduced by the amount of the accelerated benefit payment and is paid to your beneficiary after your death.

If you have enhanced coverage and elect the accelerated benefit, you must continue paying for enhanced coverage until your coverage ends.

#### Family Members

Depending on the family member(s) you enroll, you receive one of the following life insurance amounts:

- Spouse/domestic partner only \$1,000
- Child only \$1,000
- Spouse/domestic partner and child: Spouse/domestic partner \$1,000; child \$1,000.

#### When Benefits Are Payable

Life insurance benefits are payable if you die for any reason. Insurance is paid in a lump sum unless you (or your beneficiary) request installments.

This is how a lump sum benefit is paid: when a death benefit of \$10,000 or more is payable to you or an individual beneficiary, it is deposited into an Aetna Benefits Checkbook Account in the person's name. This account will earn competitive money market interest rates. You receive personalized checks for immediate access to the funds deposited in the account. You may write a check for no less than \$250.

#### **Accelerated Benefits**

You may elect to receive up to 50% of your basic and enhanced life insurance benefit (to a maximum of \$200,000) while living if you meet each of the following requirements:

- You must have a life expectancy of 12 months or less
- You must provide certification of your terminal illness by a
  physician legally licensed to practice medicine, which must
  be accepted by the insurance company before accelerated
  benefits are payable; the insurance company may require
  an independent medical examination at their expense.

#### Keep in mind:

- Accelerated benefits can be used to pay for special nursing requirements or hospice arrangements, needed medical equipment or custodial care or other expenses
- Accelerated benefits are payable only once during your lifetime
- Your accelerated benefit payment reduces the amount of your life insurance benefit that may be converted to an individual policy

- Accelerated benefits are available to you only. Family members are not eligible for this benefit.
- You are responsible for taxes (if any) due to an accelerated benefit
- Your spouse must agree with your accelerated benefit election.

#### **Tax Considerations**

Refer to your tax advisor for more information on taxes.

The value of the basic life insurance over \$50,000 will be added to your W-2 earnings. This added value is called imputed income; it's determined by the Internal Revenue Service. Under the Internal Revenue Code, only \$50,000 of employer-provided group life insurance is available tax-free.

#### **AD&D INSURANCE**

The county provides your basic AD&D insurance at no cost to you.

AD&D insurance benefits are payable if you die, are dismembered or are paralyzed within 1 year of a covered accident.

# **Amount of Coverage**

# **Employees**

You receive AD&D insurance of \$6,000. (This is considered your "full benefit amount.")

#### When Benefits Are Available

Benefits are payable for death or dismemberment which occurs within 365 days of the covered accident that caused it. To receive benefits you must be covered by the plan on the date of the accident.

# Loss of Life

If you die in a covered accident, the full benefit amount is payable.

#### Accidental Dismemberment

AD&D insurance protects you against losses due to accidents. Depending on the type of loss or injury, this plan pays up to 100% of the benefit amount you select. To help survivors of severe accidents adjust to new living circumstances, benefits are payable for dismemberment, loss of eyesight and other losses, according to the following table.

Type of Loss	Benefits Payable
Both hands, both feet, sight in both eyes or any combination	
Speech and hearing in both ears	Full benefit amount*
Total paralysis of both arms and legs	
1 hand, 1 foot or sight in 1 eye	
Speech	
Hearing in both ears	50% of the full benefit amount*
Total paralysis of both legs	
Total paralysis of an arm and leg on 1 side of the body	
Thumb and index finger of the same hand	25% of the full benefit amount*

<sup>\*</sup>See "Amount of Coverage" above for details.

Only 1 amount — the largest you are entitled to receive — is paid for all losses resulting from a single accident.

#### A loss is defined as:

- Loss of hand or foot complete severance of a limb at or above the wrist or ankle joint
- Loss of sight total and irrecoverable loss of sight
- Loss of speech complete inability to communicate audibly in any degree
- Loss of hearing permanent deafness in both ears that cannot be corrected to any functional degree by any aid or device
- Loss of thumb and index finger complete severance of the thumb and index finger through or above the joint closest to the wrist
- Paralysis of a limb complete and nonreversible loss of use, without severance of a limb.

The following benefits apply to basic AD&D coverage. These benefits are in addition to the coverage described in the previous sections.

#### Seatbelt Benefit

This plan pays an additional benefit if a seatbelt fails to protect you. If a covered person is wearing a properly fastened seatbelt in a private passenger car accident and dies as a result of injuries from the accident, the benefit amount will be increased by \$1,000.

This plan pays an additional benefit if you enter a coma.

If you die as a result of a covered accident, while receiving the monthly coma benefit payments, this plan pays the accidental death benefit amount (the monthly benefit amount already paid is not subtracted from the death benefit amount). See "Loss of Life" on page 6 for details.

## Coma Benefit

If you enter a coma as the result of a covered accident, the AD&D plan pays a coma benefit as long as you enter the coma within 31 days of the accident. After 31 days, the plan makes monthly payments of 1% of the full benefit amount — up to 11 monthly payments. If you recover, the payments will stop.

If the coma continues after the 11 monthly payments, you will be entitled to a lump sum equal to the full benefit amount, minus any amount the plan paid or owes under the dismemberment and paralysis benefit. No further benefit will be paid from this plan and coverage will end.

No coma benefits will be paid for any loss excluded from the plan. In addition, coma benefits are not payable for a loss resulting from sickness, disease, bodily infirmity, medical or surgical treatment or a bacterial or viral infection, unless the infection is caused by an accidental external injury or food poisoning.

#### **Exclusions and Limitations**

No AD&D benefits are payable for:

- Hang gliding, parachuting (except for self-preservation), piloting or serving as a crew member in any aircraft or taking a flying lesson in any aircraft-
- Illness, disease, mental or bodily infirmity (or related medical or surgical treatment), viral or bacterial infection (unless the bacterial infection was caused by an accidental external injury or accidental food poisoning) and any related medical or surgical treatment
- Injuries incurred while serving as a pilot or crew member in any aircraft or riding as a passenger in aircraft used for test or experimental purposes
- Losses as a result of taking part in committing a felony
- Losses resulting from full-time active duty in any Armed Forces or Reserve or National Guard duty that extends for more than 30 days
- Losses resulting from war or an act of war
- Self-inflicted injuries, suicide or attempted suicide
- Traveling in an aircraft owned, leased or controlled by the sponsoring organization or traveling in an aircraft being

operated by a military authority other than Military Airlift Command or similar foreign service.

#### SPECIAL SITUATIONS

This section applies to basic life, enhanced life and AD&D insurance.

#### If You Take a Leave of Absence

You must contact Employee Benefits and Well-Being to arrange to continue your life and AD&D coverage during a leave of absence. Your coverage will continue (at the cost you currently pay, if any) for the periods established by your collective bargaining agreement.

A special provision allows you to continue your life and AD&D coverage during an approved leave of absence (for up to 6 months) if you pay the *full cost* of that coverage.

# If You Leave Employment to Perform Military Service

If you leave employment to perform uniformed service (such as in the military), life and AD&D coverage ends. However, you may be eligible to convert your coverage; see page 12 for details. If you return to work within 90 days of your last work day, the same coverage you had before you left will begin the first of the month following your return.

# If You Enter Into a Labor Dispute

If your pay is suspended directly or indirectly as a result of strike, lockout or other labor dispute, you may continue life coverage for you and your family members and AD&D coverage for yourself for up to 6 months if you pay the full cost directly to Employee Benefits and Well-Being. When this 6-month period ends, you may be eligible to convert your coverage; see page 12 for details.

#### If You Are Laid Off

If you are laid off while a participant in one of these plans, coverage for you and your family members ends. If you return to work in a regular position for King County within 24 months of the date you were laid off, the same coverage you had before the layoff will begin the first of the month following your return. If you return to work after 24 months, you'll be considered a newly hired employee and evidence of insurability will apply.

You are considered disabled as determined by the long term disability plan. See the Long Term Disability plan booklet for details. Contact Employee Benefits and Well-Being for proof of disability forms.

If your coverage ends and you don't qualify for this disability provision, you may be eligible to convert your life and/or AD&D insurance to an individual policy. See "Converting Your Coverage" on page 12 for more information.

#### If You Become Disabled

Your basic life and AD&D insurance continues at no cost to you while you're unable to work due to disability — up to 6 months for AD&D insurance and up to age 65 for life insurance. To continue enhanced life insurance, you must provide Employee Benefits and Well-Being with proof of your disability within 12 months after your disability begins, and then annually. You must also pay your premiums directly to Employee Benefits and Well-Being.

This disability coverage ends when you:

- Are no longer permanently and totally disabled
- Fail to provide the required proof of disability
- Fail to agree to a required health examination
- Reach age 65 for life insurance or reach the end of 6 months for AD&D insurance.

#### **FILING A CLAIM**

Employee Benefits and Well-Being will provide the necessary claim loss forms and filing instructions.

Depending on the situation, you or your beneficiary must notify Employee Benefits and Well-Being within 30 days of any death, dismemberment or paralysis before benefits are payable.

The insurance carrier will require proof of loss (for example, certified copy of death certificate, accident report) before benefits are payable. An examination may be required at the insurance carrier's expense.

## **APPEALING A CLAIM**

When you become eligible for benefit payments, you must follow certain steps for filing a claim. If your claim is denied in whole or in part, you will be notified in writing of the reason for the denial within 90 days from the date you filed your claim. The notice will include information required if you want to appeal.

You (or your beneficiary if you die) may appeal a denied claim within 60 days of the date you receive the denial notice. This procedure is the only means available to change a benefit decision. To appeal, write to the insurance carrier and state the reasons you believe your claim should have been paid. Include any additional documentation to support your claim. You also may submit questions or comments you think are appropriate, and you may review relevant documents.

Normally, you will receive a written decision on your appeal within 60 days of the date the insurance carrier receives your request. If special circumstances require a delay, you will be notified of the extension during the 60 days after receipt of your request.

#### PHYSICAL EXAM AND AUTOPSY

The insurance carrier may (at their expense) have an autopsy performed to determine benefit payment, unless prohibited by law.

While a claim is pending, the insurance carrier has the right, as often as reasonably necessary, to have the covered person examined by a health or vocational professional of their choice and at their own expense.

#### WHEN COVERAGE ENDS

# **Employees**

Your basic and enhanced life and AD&D coverage also ends on the day:

- The plan terminates
- You die.

Your basic and enhanced life and AD&D coverage ends on the last day of the month you:

- Are no longer eligible as defined on page 1
- Resign, retire or are terminated
- Stop making the required payment, if any.

# **Family Members**

Your family members' basic life coverage ends on the last day of the month:

- Your coverage ends
- Your family member is no longer eligible as defined on page 2

Your family members' basic life coverage also ends on the day:

- The plan terminates
- Your family member dies.

• You stop making the required payment, if any.

# **CONVERTING YOUR COVERAGE**

#### **Basic and Enhanced Life Insurance**

If you leave county employment for any reason, you may convert your basic and enhanced life insurance to an individual policy without providing evidence of insurability — if you apply within 31 days of the date your coverage ends.

If you die during the 31-day conversion period, your beneficiary or your estate receives the full amount of your life insurance coverage. This payment is made whether or not you actually applied for a conversion policy. If you already applied, your individual policy must be returned and any fees or premiums you paid will be refunded.

#### **Basic AD&D Insurance**

If this group coverage ends for any reason except nonpayment of premium, you can convert to an individual policy. No evidence of insurability is needed. To continue coverage, apply for the conversion policy and pay the first premium in effect for your age and occupation within 31 days after your group coverage ends.

Converted policies are subject to certain limits as outlined in your conversion brochure, which is available from Employee Benefits and Well-Being.

#### TERMINATION AND AMENDMENT OF THE PLANS

The county fully intends to continue plan benefits indefinitely, but also reserves the absolute right to amend or terminate any of the plans for any reason at any time. If the county terminates the plans, bona fide claims incurred before termination will be paid.

#### **DEFINITIONS**

To help you better understand your life and AD&D benefits, here's a list of important definitions.

**Beneficiary** 

The person or organization you designate to receive any life or AD&D benefits payable at the time of your death.

**Covered Accident** An event that causes bodily injuries while covered by the

AD&D insurance plan. The injury must directly result in a

covered loss. See page 8 for accidents that are not covered.

**Disability** A physical or mental condition, resulting from injury or

disease, that prevents you from engaging in each and every occupation or employment for compensation or profit for which you're reasonably qualified through education, training

or experience.

**Open Enrollment** The annual period in which eligible King County employees

may join a plan or change plans and add or drop family

members' coverage.

**Salary** Your annual base pay excluding overtime, bonuses, premium

pay or any other special pay.